

REMARKS

This is a full and timely response to the outstanding final Office Action mailed September 17, 2009. Through this response, claims 7, 10-14, 16-17, 24-25, 27, 29, and 33-38 have been amended, claims 1, 3, 15, 39, 64, and 65 have been canceled without prejudice, waiver, or disclaimer, and claims 66-69 have been added consistent in scope to the pending claims and fully supported at least by Figures 7 and 9 and pages 18-25 of the specification as originally filed. Reconsideration and allowance of the application and pending claims are respectfully requested.

I. Claim Rejections - 35 U.S.C. § 103(a)

A. Rejection of Claims

1. Claims 1, 3, 7 and 10-39 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Hartman et al.* ("*Hartman*," U.S. Pat. No. 5,960,411) in view of *Arora et al.* ("*Arora*," U.S. Pat. Publication No. 20020032638) and *Beck et al.* ("*Beck*," U.S. Pat. No. 6,138,139).

2. Claims 64-65 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Hartman* in view of *Arora* and *Beck*, and further in view of *Cao* (U.S. Pat. No. 6,782,550).

Applicants respectfully submit that the rejections have been rendered moot. In addition, Applicants respectfully submit that claims are allowable over the cited art of record.

B. Discussion of the Rejection

The M.P.E.P. § 2100-116 states:

Office policy is to follow *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), in the consideration and determination of obvi-

ousness under 35 U.S.C. 103. . . the four factual inquires enunciated therein as a background for determining obviousness are as follows:

- (A) Determining the scope and contents of the prior art;
- (B) Ascertaining the differences between the prior art and the claims in issue;
- (C) Resolving the level of ordinary skill in the pertinent art; and
- (D) Evaluating evidence of secondary considerations.

In the present case, it is respectfully submitted that a *prima facie* case for obviousness is not established using the cited art of record.

Independent Claim 66

Claim 66 recites (with emphasis added):

66. A method in a media service system for transaction configuration, the method comprising:

receiving at a server device a first set of inputs corresponding to selection by an administrator of one or more preconfigured options associated with each of a plurality of transaction configuration options, the selected one or more preconfigured options each corresponding to a future prompted user action associated with the respective transaction configuration option available to a user during a first type of rental purchase transaction for on-demand type of media content, the selected one or more preconfigured options collectively comprising a first purchase sequence associated with the rental purchase transaction;

receiving at the server device information corresponding to selection by the user of a subset of the one or more selected preconfigured options among the transaction configuration options, the selected subset collectively comprising a second purchase sequence associated with the first type of rental purchase transaction, the second purchase sequence collectively comprising a total required number of prompted user actions to be taken by the user to complete the first type of rental purchase transaction for the on-demand type of media content, the second purchase sequence comprising fewer steps than the first purchase sequence;

subsequent to receiving the first set of inputs and receiving the information, receiving at the server device second information corresponding to selection by the user of a first on-demand content during a first rental purchase transaction corresponding to the first type;

implementing the second purchase sequence responsive to receiving the second information; and

delivering the first on-demand content to a client device subsequent to completion of the implementation of the second purchase sequence.

Applicants respectfully submit that the rejection to previously presented claim 1 has been rendered moot. In addition, Applicants respectfully submit that a *prima facie* case for obviousness is not established using *Hartman* in view of *Arora* and further in view of *Beck*. Applicants address the rejection as applied to now-canceled claim 1 using the citations from the cited art in view of the overlap in scope of claim 1 and newly presented claim 66. The final Office Action (page 3) refers to column 3, lines 46-66 and col. 4, lines 24-38 of *Hartman*, these cited sections reproduced below as follows:

(column 3, lines 46-66, *Hartman*) When a purchaser wants to place an order, the purchaser uses a client system to send the request for information describing the item to be ordered along with its client identifier. The server system determines whether the client identifier for that client system is mapped to a purchaser. If so mapped, the server system determines whether single-action ordering is enabled for that purchaser at that client system. If enabled, the server system sends the requested information (e.g., via a Web page) to the client computer system along with an indication of the single action to perform to place the order for the item. When single-action ordering is enabled, the purchaser need only perform a single action (e.g., click a mouse button) to order the item. When the purchaser performs that single action, the client system notifies the server system. The server system then completes the order by adding the purchaser-specific order information for the purchaser that is mapped to that client identifier to the item order information (e.g., product identifier and quantity). Thus, once the description of an item is displayed, the purchaser need only take a single action to place the order to purchase that item.

(col. 4, lines 24-38, *Hartman*) The server system, however, only adds the single-action ordering section when single-action ordering is enabled for that purchaser at that client system. (One skilled in the art would appreciate that a single Web page on the server system may contain all these sections but the single-action ordering section can be selectively included or excluded before sending the Web page to the client system.) This example single-action ordering section allows the purchaser to specify with a single click of a mouse button to order the described item. Once the purchaser clicks the mouse button, the item is ordered, unless the purchaser then takes some action to modify the order. The single-action ordering section contains a single-action ordering button 103a, purchaser identification subsection 103b, and single-action ordering information subsections 103c and 103d.

From the sections reproduced above, it is clear that the emphasis is on single-action ordering in a web-based environment, which is not the same as purchasing on-demand

media content. In addition, even assuming *arguendo* the preparation of a web page with and without 1-click options that a user may choose from, the *Hartman* reference does not describe administrator-authored preconfigured options selected by a user among plural transaction configuration options before selecting for purchase on-demand content. In addition, since a subset as claimed would necessarily require selections from plural transaction configuration options (e.g., such as from billing options, PIN options, etc.), even assuming *arguendo* the selection of single action can be argued as a subset of a purchase transaction that requires multiple actions, it cannot be accurately alleged that such a subset includes plural preconfigured options (collectively from plural transaction configuration options).

With reference to *Arora*, the final Office Action alleges the following on page 3:

Arora teaches that it is known to include receiving by an administrator a global set of preconfigured transaction configuration options (at least paragraph 23, figures 5a-5e); enabling selection by the administrator of a client set from the global set, the client set corresponding to a subset of the global set (at least figures 5a-5e); and enabling by an administrator presentation of the client set to the exclusion of one or more of the preconfigured transaction configuration options of the global set to a user, one or more of the preconfigured transaction configuration options of the client set capable of being deactivated from participation in future purchase transactions (at least figure 5a: administrator can disable goods and/or services as transaction entities) in a similar environment. It would have been obvious to one of ordinary skill in the art at the time of the invention to have modified the invention, as taught by *Hartman*, with the administrative interface functionality, as taught by *Arora*, since such a modification would have provided an efficient system, method, and corresponding streamlined administrator interface for easily and cost-effectively configuring and/or altering an e-commerce system to meet the needs of a given business model or market place (at least paragraph 14 of *Arora*).

Arora does not appear to be an administrator interface for enabling user selection of a subset configured from administrator-authored preconfigured options for plural transaction configuration options, the subset defining steps in a purchase sequence, but rather, "systems and methods for configuring and controlling systems, such as e-

commerce systems, that match two or more entities in a process according to certain matching criteria." (see Field of Invention) In other words, there is simply no suggestion to one having ordinary skill in the art to combine the marketing-centric administrator interface of *Arora* with the single-action, purchase transaction-centric subject matter found in *Hartman*. The teachings of *Arora* would not advance the technology of *Hartman* to address the deficiencies of *Hartman* described above, and hence the success of such a combination in meeting the claim language is not predictable and certainly not obvious.

Aside from fundamental differences in the mechanisms and goals of the *Arora* and *Hartman* references, additional deficiencies of *Arora* include the omission of discussion of prompted user actions, the selection by a user of a subset of the options, and preconfigured options for plural transaction configuration options.

The final Office Action (page 4) adds *Beck* to the "fold," and refers to "column 14, lines 49-45 and column 16, lines 26-37." Applicants are uncertain as to the intent of the final Office Action in reciting "49-45" and respectfully request clarification in future actions. As to column 14 starting proximal to line 45, emphasis appears to be directed to Figure 5, which "is a block diagram of an exemplary WEB-form customer interface according to an embodiment of the present invention." (see, e.g., col. 5, lines 24-26, *Beck*). Figure 5 of *Beck* is reproduced below. Col. 16, lines 26-37 of *Beck* appear to reference Figure 5 as well, and is reproduced as follows:

New order section 139 in this example contains various options adapted to facilitate placing orders. The options as illustrated herein include, but are not limited to, I-phone, call back, promotional models, video presentations, an on-line viewer, and an order wizard. Interaction is the same as was stated with regards to section 137. For example, selecting promotional models, accesses a database containing the current promotional information and features of products which may be viewed interactively by the client using an on-line viewer offered as one of the functional options (tool). The options presented in the New Orders section may also be customized according to client identity,

demographics,
history, and enterprise rules.

transaction

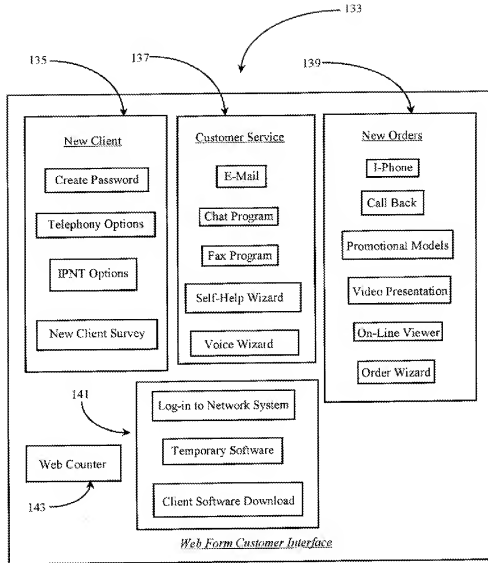


Fig. 5

As is evident from Figure 5 above and the reproduced section, the above-emphasized claim language is not met by the cited references, and in particular, the deficiencies of *Hartman* and *Arora* have not been remedied with *Beck*. The above icons in Figure 5 of *Beck* are not preconfigured options among plural transaction configuration

options, and are not selectable as a subset by a user for execution of the corresponding steps (requiring user action) during a given purchase transaction, and in particular, not for on-demand content.

Further, though not a part of the grounds of rejection for now-canceled claim 1, it is noted that *Cao* is introduced for alleged support of an administrator interface to configure purchasing video on demand through a set-top box. However, even assuming *arguendo* relevance to on-demand content, the rest of the aforementioned deficiencies of *Hartman*, *Arora*, and *Beck* have not been remedied, and hence Applicants respectfully submit that claim 66 is allowable over the cited art of record, and respectfully request allowance of claim 66.

Because independent claim 66 is allowable over *Hartman*, *Arora*, *Beck*, and *Cao*, dependent claims 7, 10-14, 16-38 are allowable as a matter of law for at least the reason that the dependent claims 7, 10-14, 16-38 contain all elements of their respective base claim. See, e.g., *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988).

II. New Claims

As identified above, claims 67-69 have been added into the application through this response. Applicants respectfully submit that claim 64 (and by incorporation of the same features in dependent claims 68-69) are allowable for at least the reason that *Hartman*, *Arora*, *Beck*, and *Cao* fail to disclose, teach, or suggest at least "receiving at the server device information corresponding to selection by the user of a subset of the selected plurality of transaction configuration options, the selected subset collectively comprising a purchase sequence associated with the rental purchase transaction, the purchase sequence collectively comprising a maximum required number of prompted user actions to be taken in cooperation with the media service system by the user to

complete the rental purchase transaction, the maximum required number fewer in number than the first plurality of user actions; subsequent to receiving the first set of inputs and receiving the information, receiving at the server device second information corresponding to selection by the user of video-on-demand content to commence the rental purchase transaction; and implementing at the server device the purchase sequence responsive to receiving the second information, the purchase sequence involving the maximum number of prompted user actions." For at least this reason, Applicants respectfully request allowance of claims 67-69.

III. Canceled Claims

As identified above, claims 1, 3, 15, 39, 64, and 65 have been canceled from the application through this response without prejudice, waiver, or disclaimer. Applicants reserve the right to present these canceled claims, or variants thereof, in continuing applications to be filed subsequently.

CONCLUSION

Applicants respectfully submit that Applicants' pending claims are in condition for allowance. Any other statements in the Office Action that are not explicitly addressed herein are not intended to be admitted. In addition, any and all findings of inherency are traversed as not having been shown to be necessarily present. Furthermore, any and all findings of well-known art and official notice, and similarly interpreted statements, should not be considered well known since the Office Action does not include specific factual findings predicated on sound technical and scientific reasoning to support such conclusions. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at the below number.

Respectfully submitted,

Date: January 4, 2010

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